

11P10887

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**OCCUPANCY AGREEMENT**  
between  
**DRUG ENFORCEMENT ADMINISTRATION**  
and  
**GENERAL SERVICES ADMINISTRATION**

DRUG ENFORCEMENT ADMINISTRATION (DEA) will occupy 49,692 rentable square feet of space in the ROUTE 606 BUSINESS PARK, STERLING, VA for a period of 216 months commencing on or about {Date To Be Determined}.

DEA will pay the General Services Administration (GSA) rent in accordance with the attached page(s). The rental will be adjusted annually for operating cost escalations in accordance with the provisions in the FPMR.

DEA will pay the GSA additional rent for prorated share of joint use space associated with this location, if any.

Additional/reduced services are shown on the attached Occupancy Agreement Financial Summary.

Additional Clauses:

This is **NONCANCELABLE SPACE** and the DEA agrees that if the space is no longer required and cancellation notice is issued to the General Services Administration, DEA will continue to pay GSA for all out of pocket expenses incurred until expiration of this Occupancy Agreement. In the event that the DEA should go out of business, a termination fee must be remitted to GSA by the DEA in lump sum payment equal to the unamortized tenant improvement allowance at the time of relinquishment.

Tenant Specific Clauses:     None.

Ad Hoc Clauses:

Under no circumstance will the GSA on behalf of the DEA execute any modifications to the lease that would (1) exceed the Prospectus Threshold or (2) would render the lease a Capital lease.

GSA will delegate to the DEA all operating costs and utilities responsibilities. All costs for real estate taxes and operating cost escalations will be a direct pass through to the DEA.

All Government responsibilities outlined in the lease for project delivery, design, operation and maintenance shall be binding equally upon the GSA and the DEA

I agree to the initial terms with the understanding modifications will be made over time.

Approved:

Approved:

Robert E. Richel

Agency Representative

Deputy Assistant Administrator

Title

Date /

GSA Representative

Title

Date

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## Occupancy Agreement Financial Summary

|  |         | Annual Cost    |         | Part Year           |
|--|---------|----------------|---------|---------------------|
|  |         | Cost           | Cost/SF | 01/14/00-09/30 Cost |
| Factors                                      | Factors |                |         |                     |
| 1. Shell Rental Rate                         |         |                |         |                     |
| a. General Purpose (rentable square footage) | 49,692  | (b) (4)        |         |                     |
| b. Warehouse (rentable square footage)       | 0       |                |         |                     |
| 2. Amortized Tenant Improvement              |         |                |         |                     |
| a. General Allowance Used                    |         |                |         |                     |
| b. Amortization Term (in months)             | 216     |                |         |                     |
| 3. Operating Costs *                         |         |                |         |                     |
| 4. Real Estate Tax                           |         |                |         |                     |
| • Market Rent SubTotal                       | 49,692  |                |         |                     |
| 5. Amortized Tenant Improvement              |         |                |         |                     |
| a. Customization Allowance Used              |         |                |         |                     |
| 6. Security Services                         |         |                |         |                     |
| a. Basic Security Charges                    |         |                |         |                     |
| b. Rapid Response Charge                     |         |                |         |                     |
| c. Building Specific Operating Charges       |         |                |         |                     |
| d. Building Physical Enhancements            |         |                |         |                     |
| 7. Adjustments for Additional Services       | 49,692  |                |         |                     |
| 8. Adjustments for Reduced Services          | 49,692  |                |         |                     |
| 9. Parking                                   |         |                |         |                     |
| a. Structured (number of spaces)             | 0       | \$0.00         |         |                     |
| b. Surface (number of spaces)                | 0       | \$0.00         |         |                     |
| 10. Rent Charges for Other Space             |         |                |         |                     |
| 11. Management Fees                          |         |                |         |                     |
| • Agency Rent Subtotal                       | 49,692  |                |         |                     |
| 12. Pro Rata Joint Use Charges               |         |                |         |                     |
| • Total Annual Rental                        | 49,692  | \$2,338,034.24 | \$47.05 | \$1,753,525.68      |
| 13. Lump Sum Payments                        |         |                |         |                     |
| a. Tenant Improvement                        |         |                |         | \$2,000,000.00      |
| b. Forced Move                               |         |                |         |                     |
| c. Other                                     |         |                |         | \$0.00              |
| 14. Adjustments for One-Time Services        | 49,692  |                |         |                     |

\* Operating Costs Escalation Applies